

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-163-E**

IN RE: SolAmerica SC, LLC and Edgefield)	
County S1, LLC - Request for)	
Modification of an Interconnection)	FIRST
Agreement for Solar Project located in)	REQUESTS FOR PRODUCTION
Edgefield County, South Carolina)	TO SOUTH CAROLINA ELECTRIC
)	& GAS COMPANY

TO: K. CHAD BURGESS, ESQUIRE, ATTORNEY OF RECORD FOR SOUTH CAROLINA ELECTRIC & GAS COMPANY:

SolAmerica SC, LLC and Edgefield County S1, LLC, (hereinafter referred to together as, "SolAmerica"), pursuant to Reg. 103-833, hereby serves, **South Carolina Electric & Gas Company**, (hereinafter as, "SCE&G") with SolAmerica's First Requests for Production, to be answered separately within twenty (20) days from the date of service hereof. Please set forth SCE&G's answers separately, after restating the question.

This Request for Production shall be deemed continuing, and if complete production to any of them is not presently available, and the information becomes available before trial, supplemental production is required at such time as this information becomes available to SCE&G.

IF SCE&G CONTENTS THAT ANY OF THE REQUESTED MATERIAL NEED NOT BE PRODUCED, IDENTIFY SUCH MATERIAL AND SET FORTH THE BASIS FOR SCE&G's CONTENTION IN ACCORDANCE WITH RULE 26(b)(5) OF THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Requests for Production shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Requests for Production in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8 1/2" x 11" format.
6. That each Request be reproduced at the beginning of the response thereto.

7. That SCE&G provides the undersigned with responses to these Requests for Production as soon as possible but **not later than twenty (20) days from the date of service hereof.**

8. If the response to any Requests for Production is that the information requested is not currently available, state when the information requested will become available.

9. These Requests for Production shall be deemed continuing so as to require SCE&G to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer a Request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim in a privilege log.

11. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Request on the basis of the entire knowledge of SCE&G, including information in the possession of SCE&G or its consultants, representatives, agents, experts, operating divisions, business divisions, assigns, partners, and attorneys, if any.

13. If any Request cannot be answered in full, respond to the extent possible and specify the reasons for SCE&G's inability to produce.

14. Please provide copies of any spreadsheets responsive to this request in electronic working spreadsheet (Microsoft Excel) format with all data and formulas intact, to the extent feasible.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. **“Interconnection Agreement”, shall mean** the South Carolina Generator Interconnection Agreement dated October 4, 2016, between South Carolina Electric & Gas Company and SolAmerica SC, LLC.

2. **“PPA”, shall mean** the April 9, 2018 Power Purchase Agreement between South Carolina Electric & Gas Company and Edgefield County S1, LLC.

3. **“Interconnection Facilities”**, shall have the meaning set forth in the Interconnection Agreement.
4. **“Upgrades”**, shall have the meaning set forth in the Interconnection Agreement.
5. **“Interconnection Date”**, shall mean any milestone date, completion date, in-service date, or deadline in an interconnection agreement.
6. **“Interconnection Request”**, shall mean SolAmerica SC, LLC’s interconnection request that is the subject of the Interconnection Agreement.
7. **The “Edgefield Solar Project”**, shall mean the solar photovoltaic electric generating facility with a nameplate Facility Rating of 10 MW-AC located in Edgefield County, South Carolina, as described in Attachment A to the PPA.
8. **“SolAmerica SC”**, shall mean SolAmerica SC, LLC, and any of its affiliates, directors, officers, employee, agents.
9. **“Edgefield County S1”**, shall mean Edgefield County S1, LLC, and any of its affiliates, directors, officers, employee, agents.
10. **“SolAmerica”**, shall mean SolAmerica Energy, LLC, Edgefield County S1 and/or SolAmerica SC.
11. **“SCE&G”**, shall mean South Carolina Electric & Gas Company and any of its affiliates, directors, officers, employee, agents.
12. **“Document”** shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in SCE&G’s possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, emails, text messages, voicemail messages, punch cards, print-out sheets, movie film, slides, photographs, records, work papers, source documents, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cables, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or

storage devices of any type, of SCE&G and specifically includes the computer and or laptop computers utilized by Representatives of SCE&G.

13. **The conjunctions “and” and “or” shall be interpreted** in each and every instance as meaning “and/or” and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

14. **“Identify” or “identity”** used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

15. **“Identify” or “identity”** used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, email, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in SCE&G’s possession or subject to their control, state what disposition was made of the document(s).

16. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

FIRST REQUEST FOR PRODUCTION

1. Please provide copies of all documents relating to the PPA, including but not limited to all documents relating to the negotiation, execution, administration and/or termination of the PPA.

2. Please provide copies of all documents relating to the Interconnection Agreement, including but not limited to all documents related to the negotiation of, execution of, and/or work performed under the Interconnection Agreement.

3. Please provide copies of all documents relating to the establishment, amendment (or decision not to amend), extension (or decision not to extend), compliance with, progress toward, or satisfaction of the Interconnection Dates in the Interconnection Agreement.

4. Please provide copies of all documents relating to payments made by SolAmerica pursuant to the Interconnection Agreement.

5. Please provide copies of all documents relating to SCE&G's construction and installation of the Interconnection Facilities and/or Upgrades, including but not limited to, the actual and budgeted costs associated with the Interconnection Facilities and/or Upgrades and the work that has been performed or remains to be performed.

6. Please provide copies of all documents relating to the establishment, amendment, or extension of any Interconnection Date for the interconnection requests identified by the following SCE&G interconnection request numbers: "20150216002", "20150529002", "20150608002", "20150623001", "20151013003", "20160208001", "20171006002", and "20171031001".

7. Please provide copies of all documents relating to any SCE&G policy or general practice, regarding establishment, amendment, or extension of Interconnection Dates.

8. Please provide copies of all documents showing SCE&G's response to any request in the past 3 years, by any interconnection customer, to extend or amend an Interconnection Date in an interconnection agreement.

9. Please provide copies of all documents relating to any actual or potential benefit to SCE&G that could result from termination of the PPA.

10. Please provide copies of all documents reflecting the SCE&G - SCGIP Interconnection Queue as of May 4, 2018, to include the date of the interconnection request, the original in-service date, and the currently scheduled in-service date.

11. Please provide copies of all documents reflecting the SCE&G - SCGIP Interconnection Queue over the last three years, to include the date of the interconnection request, the original in-service date, and the most-recently scheduled or final in-service date.

12. Please provide copies of all documents reflecting SCE&G's inclusion of the power to be generated from the Edgefield Solar Project in SCE&G's resource planning.

13. Please provide copies of all documents relating to any claimed inability of SCE&G to perform its work under the Interconnection Agreement as a result of SCE&G's claim that SolAmerica did not complete Milestone 4 or any other Interconnection Agreement Milestone.

/s/

Richard L. Whitt,

RLWhitt@AustinRogersPA.com

AUSTIN & ROGERS, P.A.,

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Counsel for SolAmerica SC, LLC and Edgefield

County S1, LLC.

June 28, 2018

Columbia, South Carolina